

Harcourt Bulter Technical University, Kanpur (HBTU, Kanpur), Nawabganj Kanpur 208002

Package Code: TEQIP-III/2019/UP/hbti/278 Package Name: Desktop Computers Current Date: 28-Jun-2019 Method: NCB Goods

Nawabganj Kanpur 208002 TEQIP Cell Contact No. 7081300638 Fax No. 05122534812

BID REFERENCE NO: TEQIP-III/2019/UP/hbti/278

NATIONAL COMPETITIVE BIDDING THROUGH E-TENDER PORTAL (https://etender.up.nic.in) FOR PROCUREMENT OF DESKTOP COMPUTERS

UNDER TECHNICAL EDUCATION QUALITY IMPROVEMENT PROGRAMME PHASE III (TEQIP III)

(A WORLD BANK ASSISTED PROJECT) CREDIT NO. - CR. 5874-0 IN

NATIONAL COMPETITIVE BIDDING FOR THE PROCUREMENT OF DESKTOP COMPUTERS

Bid Reference:	TEQIP-III/2019/UP/hbti/278
Price of Bidding Document (non-refundable) :	Rs. 5000/-
Date and time of uploading of Bidding Document :	Date: 15-Jul-2019 Time: 17:00 Hrs
Date and time of down loading of Bidding Document :	Date: 15-Jul-2019 Time: 17:00 Hrs
Estimated cost of bid :	1,12,50,000 (Approx,)
Earnest Money Deposit (EMD):	Rs. : 2,25,000
Pre-Bid Meeting Date and Time:	Date: 25-Jul-2019
	Time: 15:00 Hrs
Last date and time for Bid submission :	Date: 14-Aug-2019 Time: 15:00 Hrs
Time and Date of Opening of Bids :	Date:14-Aug-2019 Time: 16:00 Hrs
Period of validity of bid:	90 days after last date of bid submission
Address for Communication:	Registrar, HBTU, Kanpur- 208002

Sr.No.	Events	Date and Time	
1	Uploading/Publication of Tender Document	15/07/2019, at 1700 hrs.	
2	Downloading of Tender Document	15/07/2019, at 1700 hrs.	
3	Pre-bid meeting	25/07/2019, at 1500 hrs.	
4	Last date of bid submission	14/08/2019, at 1500 hrs.	
5	Technical bid opening	14/08/2019, at 1600 hrs.	
6	Seek clarification starts	15/07/2019, at 1700 hrs.	
7	Seek clarification ends	23/07/2019, at 1700 hrs	

Tender Inviting Authority : Registrar, HBTU Kanpur

NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF DESKTOP COMPUTERS

SECTION I. INVITATION FOR BIDS (IFB)

Date	:	28-Jun-2019
Credit No.	:	Cr. 5874-0 IN
IFB No.	:	TEQIP-III/2019/UP/hbti/278

- 1. The Government of India has received a Credit (Cr. 5874-0 IN) from the International Development Association in various currencies towards the cost of project Technical Education Quality Improvement Programme [TEQIP]-Phase III (TEQIP III) and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
- 2. The **Registrar**, **Harcourt Butler Technical University**, **Kanpur (HBTU, Kanpur)** now invites online tender bids from eligible bidders for supply of Desktop Computers listed below:

Sr. No	Item Name	Quantity
1	Desktop Computers	150

- 3. Interested eligible Bidders may obtain further information from Harcourt Butler Technical University, Kanpur (HBTU, Kanpur) website http://hbtu.ac.in.
- 4. The e-Bid document is available on e-tender portal https://etender.up.nic.in. Interested Bidders may download the e-Bid document, corrigendum & classification from the e-tender portal.
- 5. The provisions in the Instructions to Bidders and in the General Conditions of contract (GCC) are based on the provisions of the World Bank Standard Bidding Document Procurement of Goods.
- 6. The e-Bids shall be submitted online only on e-tender portal https://etender.up.nic.in as per the details given below:
 - a) Price of Bidding Document Rs. 5000/-(non-refundable) :

b) Date and time of uploading of Bidding Document :	Date: 15-Jul-2019 Time: 17:00 Hrs
c) Date and time of down loading of Bidding Document :	Date: 15-Jul-2019 Time: 17:00 Hrs
d) Estimated cost of bid :	1,12,50,000 (Approx,)
d) Earnest Money Deposit (EMD):	Rs. : 2,25,000
e) Pre-Bid Meeting Date and Time:	Date: 25-Jul-2019
	Time: 15:00 Hrs
f) Last date and time for Bid submission	: Date: 14-Aug-2019 Time: 15:00 Hrs
g) Time and Date of Opening of Bids :	Date:14-Aug-2019 Time: 16:00 Hrs
h) Period of validity of bid:	90 days after last date of bid submission

- 7. The bid will be opened in the university office at the fixed time and date as given above.
- 8. In the date on which the bid is to be opened is declared as a holiday for any reason, the bid will be opened on the next working day at the same time as earlier.
- 9. Issuer of the Request For Proposal (RFP)

Registrar, Harcourt Butler Technical University Kanpur (U.P.)- 208002 Phone No. 0512-2534001-05 E-mail Id: registrarhbtu@gmail.com Website: www.hbtu.ac.in

Any proposal received by University after the deadline for submission of proposals mentioned above will be summarily rejected. University shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

10. About the RFP Document

- a. This RFP provides information regarding the Procurement, Schedule of requirements, Technical Specifications and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the proposed Project, University seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and the Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

SECTION II: ELIGIBILITY CRITERIA

2. Eligible criteria for the bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in Guidelines: *Procurement under IDA Credits*, May 2004, revised October 2006 hereinafter referred as the *IDA Guidelines for Procurement*, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 The bidder's annual Turnover should be more than Rs. 5.00 Crore.
- 2.5. The bidder should be registered with the competent authority for GSTIN and PAN.
- 2.6. The bidder should be an Income Tax assessee having filed its Income Tax returns for the last 3 assessment years.
- 2.7 The Bidder shall bear all costs associated with the preparation and submission of its bid, and The Registrar, Harcourt Butler Technical University, Kanpur (HBTU, Kanpur), here-in-after referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.8 Even though bidders may satisfy the above requirements, they may be disqualified if they have:
 - a. Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 - b. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - c. Bidder who have been blacklisted or otherwise debarred by University or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.

- d. Any bidder whose contract with the University or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period or empanelment at any point of time during last five years, will be ineligible.
- e. Bidder whose Earnest Money Deposit and/or Security Deposit has been forfeited by Harcourt Butler Technical University, Kanpur of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- f. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the bidder disqualified.
- g. The Bidder should have to submit EMD and Bid Processing fees of amount as mentioned in the RFP.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2. Use of Contract Documents and Information

- 2.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 2.1 except for purposes of performing the Contract.
- 2.3 Any document, other than the Contract itself, enumerated in GCC Clause 2.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

3. Inspections and Tests

- 3.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 3.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 3.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected

Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- 3.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 3.5 Nothing in GCC Clause 3 shall in any way release the Supplier from any warranty or other obligations under this Contract.

4. Packing

- 4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 4.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any.

5. Delivery and Documents

5.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award.

6. Insurance

6.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

7. Transportation

7.1 The Supplier is required under the Contract to transport the Goods to the University including insurance and the related cost shall be included in the Contract Price.

8. Warranty

8.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 8.2 This warranty shall remain valid for 36 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination.
- 8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 8.4 Upon receipt of such notice, the Supplier shall, within the period specified repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.
- 8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

9 Payment

Payment for Goods and Services shall be made in Indian Rupees as follows:

Satisfactory Delivery & Installation:	10% of total cost
Satisfactory Acceptance:	90% of total cost
Advance Payment	No advance payment

10. Earnest Money

The bidders shall have to submit an Earnest Money Deposit (EMD) of Rs. 2,25,000/-(Rupees Two Lacs Twenty Five Thousand Only) and Bid document cost of Rs.5000/separately in the form of Demand Draft in favour of Finance Controller HBTU, Kanpur, drawn on any scheduled bank payable at Kanpur. The EMD of unsuccessful bidders shall be returned to them within one month after the completion of contract. If any of the information furnished by the bidders found to be incorrect or false, the Earnest Money deposited by them is liable to be forfeited, without prejudice to any other rights and remedies of University under the Contract and Law. He will also be debarred from participating in any other Tender Enquiry with University for a maximum period of five years. No interest shall be payable on Earnest Money in any case.

11. Instructions for submitting tender

- a. The Bidders should submit their bids online only in the Submission module of e-Procurement website http://etender.up.nic.in.
- b. The Bids shall be submitted only from the Bid Submission start date till the Bid Submission end date and time given in the e-tender. Therefore, Bidders are advised to submit the Bids well advance in time.
- c. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- d. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
- e. The server time indicated in the Bid Management window on the e-Procurement website http://etender.up.nic.in will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
- f. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn.

After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

- g. The bidder has to request the University with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of University, to return back the e-Bid security/EMD as per the manual procedure.
- h. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security
- i. The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above.
- j. The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- k. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

12. Procedure for Submission of Bids

Submission of bids shall be in accordance with the instructions mentioned below:

a. For participating in e-Bid through the e-tendering system, it is necessary for the

bidders to be the registered users of the e-Procurement website http://etender.up.nic.in. The bidders must obtain a User Login Id and Password by registering themselves with https://etender.up.nic.in if they have not done so previously for registration.

- b. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the etendering system using the User Login option on the home page with the Login id Password with which he/ she has registered as per clause (a) above.
- c. For successful registration of DSC e-Procurement website on http://etender.up.nic.in the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website http://etender.up.nic.in is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (a) and (b) above even before e-Bid submission date starts. The University shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- d. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).
- e. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per

Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- f. Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- g. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future.
- i. The Bidder shall be required to use his own Digital Signature while uploading its Bid. In case of consortium, Prime Bidder shall be required to upload the Bid using its Digital Signature. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

13. Clarification on RFP

- a. Prospective Bidder requiring any clarification on the RFP Document may submit his queries through the e-tender website.
- b. University will respond through e-tender website portal only, to any request for clarification to queries on the RFP, received not later than University Dates

14. Language of Bids

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of University and will not be returned.

15. Documents Comprising the Bids

The Proposal shall consist of Technical and Financial bids for this RFP.

The Technical Bid and Financial Bid submitted by the Bidder shall comprise the following:

- a. Annexure-I Proposal Covering Letter
- b. Annexure-II General Information about the Bidder
- c. Annexure-III Qualification Check List
- d. Annexure-IV Financial Information
- e. Annexure-V Format for Past Experience
- f. Annexure-VI Declaration Regarding Clean Track Record
- g.Annexure-VII Response to RFP: Financial Bid (Only Online Submission)

In addition, scanned copy of Tender Fee and EMD are to be submitted at below address:

Registrar, Harcourt Butler Technical University Kanpur (U.P.)- 208002 Phone No. 0512-2534001-05 E-mail Id: registrarhbtu@gmail.com

Bidders shall furnish the required information on their Qualification and commercial strengths in the enclosed formats only. Any deviations with respect to this may make the Bid liable for rejection.

16. Bid Validity Period

The proposals shall be valid for a period of 90 days from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.

In exceptional circumstances, at its discretion, University may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or e-mail.

17. Modification and Withdrawal of Bids

No proposal may be modified/ withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

18. Legal

- a. Bidder shall be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the University to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- b. In case, the Bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monitory or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monitory terms. If any amount still required to be recovered the same will recovered through process of law.
- c. In case of breach of any terms and conditions attached to this contract, the EMD will be liable to be forfeited by this office besides termination of the empanelment.
- d. The University, reserves the right to reject any or all the bids without assigning any reason and does not bind itself to accept any Bid.
- e. The successful bidders will be intimated of the acceptance of his Bid by a letter/e-mail/ Phone Call.
- f. The court at Kanpur will have the jurisdiction over all legal disputes under the agreement.

19. Corrupt practices:

- a. Any bribe, commission, or advantage offered or promised by or on behalf of the bidder to any officer or official of the University shall (in addition to any criminal liability which the bidder may incur) debar his/ her bid from being considered. Canvassing on the part of, or on behalf of, the bidder will also make his bid liable to rejection.
- b. If the information given by the bidder in the Bid Document and its Annexures is found to be false/ incorrect at any stage, the University, shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the University may have under the Contract and law.
- c. In case of any clear indication of cartelization or collusive bidding, the University shall reject the bid(s), and forfeit the EMD.

20. Termination

- a. In the event of the bidders having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the University shall be at liberty to terminate the contract forthwith without prejudice to any other right s or remedies under the contract and law.
- b. The University shall also have without prejudice to other rights and remedies, the right, in the event of breach by the bidders of any of the terms and conditions of the contract to terminate the contract and or forfeit the security deposit for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the University due to the Agencies negligence or deficiency or un work-man like performance of any of the services under the contract.

21. Publicity

Any publicity by the Bidder or any commercial document submitted to any University by the Bidder in which the name of University occurs, either directly or indirectly, shall be done only with the express written permission of University.

22. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official e-Mail ID(s).

23. Force majeure

The Bidder will not be responsible for delays which may arise on account of reasons beyond his control of which the Hon'ble Vice- Chancellor shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the University may suffer on this account.

SECTION IV: SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Brief Description	Quantity	Delivery schedule
		30 days
Desktop Computers	150	

SECTION V : QUALIFICATION CRITERIA

Sr. No	QUALIFICATION CRITERIA
1.	Minimum Financial Turnover of Rs. 5.00 Crore should be met in at least once in the last three years excluding current financial year.
2.	Satisfactory delivery of similar goods/ items of value not less than 80% of estimated contract value in less than 3 years.
3	Firm should have valid GST Certificate with GST Number
4.	Bidder must submit the MAF from the OEM's for participating in the Bid.
5.	Bidder or his OEM should not be blacklisted or banned by any department of Government of India otherwise Bid will be considered as non-responsive.

SECTION VI: TECHNICAL SPECIFICATIONS

Specifications of Desktop Computers

S. No.	Specifications
1.	Processor - Intel 8th Generation, Core i7 with minimum clock speed of 3.2 GHz,
	12MB Cache, 6 Core or better
2.	Memory: 16 GB DDR4 RAM expandable to 64GBDDR4
3.	Hard Disk Drive: SDRAM 1TB HDD (SATA)
4.	Optical Drive: 8x DVD Writer,
5.	Graphics: Integrated Graphics (2 GB)
6.	Audio: High Definition Integrated Audio with Internal Speaker
7.	Ethernet: Integrated Gigabit (10/100/1000 NIC) LAN, and Wi-Fi with Bluetooth
8.	Slots: Minimum 4 PCI/ PCIe Slots
9.	Ports: Minimum 9 USB Ports (5 USB 3.1 gen 1, 3 USB 2.0, 1 USB Type C 3.1 Gen
	1) out of which 3 USB Ports should be in front for easy access 1 Universal audio
	jack for headphone / Mic: (1) HDMI video port
10.	Keyboard: USB Keyboard
11.	Mouse: USB 2 Button Scroll Mouse
12.	Operating System: Genuine Microsoft Windows 10 Pro (64Bit)
13.	Monitor: 21.5" or higher
14.	Warranty: Three (3) Years

Annexure-I

Proposal Covering Letter

From (full name & address of the bidder)

.....

.....

.....

To The Registrar Harcourt Butler Technical University Kanpur, Uttar Pradesh-208002

Subject: Acceptance of Terms & Conditions of bid

Name of Work: - <u>Procurement of Desktop Computers</u> for Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002. I/we submit the Online Bid for <u>Procurement of Desktop Computers</u> for Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002.

- 1. I/We have thoroughly examined and understood all the terms & conditions as contained in the Bid document, General Information to bidder and its annexure and agree to abide by them.
- 2. I/We hereby unconditionally accept all the conditions of this bid document in its entirety for the above work and agree to abide by them.
- 3. The contents and clauses of the bid documents have been noted wherein it is clarified that after unconditionally accepting the bid conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the bid and the same has been followed in the present case. In case, this provisions of the bid is found violated after opening the cover. I /We agree that the bid shall be rejected and Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002, shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely,
- 4. I agree to keep the offer open for acceptance up to and inclusive of date upto which bid will be valid and to the extension of the said date by a fortnight in case it is so decided by the Registrar, Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002. I shall be bound by communication of acceptance of the offer dispatched within the time. I also agree that if the date upto which the offer

would remain open is declared a holiday for the University the offer will remain open for acceptance till the next working day.

5. I/we hereby declare that our Firm/Company/agency has not been blacklisted or otherwise debarred during the last five years by any Public Sector Undertaking or any Department of Central Government or State Govt., for any failure to comply with the terms and conditions of any contract or for violation of any Statute, Rule, or Administrative Instructions (Annexure-VI). (*)

OR

I hereby declare that my Firm/Company/agency was blacklisted/debarred by

(here give the name of the client) for a period of _____, which period has expired on _____

(Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given on separate sheet attached as per Annexure-VI). (*) (*) (strike out whichever is not applicable)

- 6. I/we hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by us with the Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002., or any other Public Sector Undertaking or any Department of Central Government or State Government during the last five years.
- 7. I/we hereby declare that I/we have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.
- 8. I/We hereby unconditionally accept the conditions of above mentioned bid document(s)/corrigendum(s) in its totality/entirety

I/we certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002 shall have the right to disqualify me without giving any notice or reason thereof or summarily terminate the empanelment, without prejudice to any other rights that the Corporation may have under the Contract and Law.

Yours faithfully

(Signature of Bidder with Name & Official Seal)

Annexure-II

General Information about the Bidder

NAME OF WORK: Procurement of Desktop Computers for Harcourt Butler Technical University, Kanpur, Uttar Pradesh (TO BE FILLED BY THE TENDERER IN CAPITAL LETTERS)

1		D BY THE TENDERER IN CAPITAL LET Particulars	To be filled in by the Bid			
		Name of the bidder :-				
	a	Whether Proprietorship / Sole / Partnership / Pvt. Ltd. / Ltd. Co				
	b	Name of the Owner/Proprietor/Partner				
	c	Name of the Authorized contact person				
2		Head	Office			
	a	Complete address				
	b	Telephone Numbers				
	c	Fax numbers				
	d	E-mail ID				
	e	Authorised person to be contact				
	f	Mobile Numbers				
	g	Staff Position				
	h	Infrastructure facilities available				
3		Branch Office				
	a	Complete address				
	b	Telephone Numbers				
	c	Fax numbers				
	d	E-mail ID				
	e	Authorised person to be contact				
	f	Mobile Numbers				

	g	Staff Position	
	h	Infrastructure facilities available	
4		Year of establishment	
5		Permanent Account Number issued by Income Tax Department	y the
6		GST Number	
9	De		of at least 3 years work of Govt. handatory. (Attach separate sheet if space
S. No.	De	tails of Major Clients including address a	longwith duration of supply
1			
2			
3			
4			
10	Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient).		
Financial			lemarks if any
Year			-
2017-18			
2018-19			
2019-20			

I/we hereby declare that particulars filled as above are true and best of my knowledge and I fulfill all the technical requirements as mentioned in bid Notice/General Information and Terms & Conditions of this bid document, In case any of the above details furnished by me are found to be false at any stage, I am liable for legal action besides termination of the contract and forfeit of security. The decision of Registrar, Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002 in all matters of contract will be final and binding

(Signature of the Authorized person with Name & official seal)

Annexure-III

Quali	fication	Check	List
<u>q</u> uan			

Sr. No.	Clause	Documents Required	Compliance (Yes/ No)	Page No. of the relevant document to be filled by the bidder
1.	Bidder should have a valid GSTIN number and PAN card	Certificate of GSTIN number, and PAN card of bidding firm		
2.	Bidder should have Minimum Financial Turnover of Rs. 5.00 Crore should be met in at least once in the last three years excluding current financial year.	 Audited Profit and Loss statement and Balance sheets. Statutory Auditor Certificate or the Certificate from the Company Secretary of the Bidder or Certificate from the Chartered Accountant clearly specifying the Turnover for the specified years. 		
3.	As on the date of the submission of the proposal the bidder is neither blacklisted by Central/ State Government or instrumentalities thereof nor any criminal case against the Bidder/ its Partners/ Directors/ Agents is pending before any court of Law	Affidavit from the authorized signatory to the effect that the Bidder is neither blacklisted by Central/ State Government or instrumentalities thereof nor any criminal case against the Bidder/ its Partners/ Directors/ Agents is pending before any court of Law		
4.	The Bidder should have submitted EMD and Bid processing fee of amounts as mentioned in RFP	Demand Drafts		
5.	The Bidder should have made Satisfactory delivery of similar goods/ items of value not less than 80% of estimated contract value in less than 3 years.	Attach Proof		
6.	Bidder must submit the MAF from the OEM's for participating in the Bid.	Attach Certificate		

Annexure- IV

Financial Information

Name of the Bidder :

Address :

Mobile No. :

I/we have submitted following amounts Demand Draft/Bankes's Cheque drawn on any scheduled bank and payable at Kanpur, in favor of Finance Controller, HBTU, Kanpur.

Bid Document Cost (Rs. 5000/-)

Amount	
Demand Draft Details	
Date	

Earnest Money Deposit (Rs. 2,25,000/-)

Amount	
Demand Draft Details	
Date	

(Signature of the Authorized person with Name & official seal)

Annexure-V

Format for Past Experience/ Turnover

To WHOM SO EVER IT MAY CONCERN

We have examined the books of accounts of (name and address of the Bidder) M/s.

and it is certified that its net turnover is as under:-

Financial Year	Amount (in Lacs Rupees)
2016-2017	
2017-2018	
2018-2019	

the above years

I hereby declare that

- 1. The information provided is true to the best of my knowledge & belief.
- 2. All figures are taken and compiled as per documentary evidence produced before us.

(Chartered Accountant Signature with
official Seal)

Name :_____

Address :_____

Contact Number:_____

Date:_____

Place:_____`

This is only a sample certificate, Agencies are required to produce it in same format on the official letter head of their Chartered Accountant (CA) duly attested and verified.

Annexure-VI

Declaration Regarding Clean Track Record

I/we hereby declare that our Firm/Company/agency has not been blacklisted or otherwise debarred during the last five years by any Public Sector Undertaking or any Department of Central Government or State Govt., for any failure to comply with the terms and conditions of any contract or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I hereby declare that my Firm/Company/agency was blacklisted/debarred by ______ (here give the name of the client) for a period of ______, which period has expired on ______. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given on separate sheet attached)(*)

(*) (strike out whatever is not applicable)

Annexure-VII

Format for Response to RFP: Financial Bid (BOQ) (To be filled ONLINE Only)

<u> </u>	спробла	- I Auguntein		Number		
	Print_Area	✓ f _s =SpellNumber(\$E\$2,BB15)				
	A	В	м	L		
1	Validate	Print Help Item Rate BoQ				
	Tender Inviting	Authority: Registrar, Harcourt Butler Technical University, Kanpur (U.P	.)			
4						
5	Name of Work: PROCUREMENT OF DESKTOP COMPUTERS					
6	Contract No: TEQIP-III/2019/UP/hbti/278					
	Name of the					
	Bidder/ Bidding Firm /					
8	Company :					
		PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relev				
	(This BOQ tem					
9		is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values				
10		TEXT #	NUMBER #			
	SI. No.	Item Description	Total Amount Including All	TOTAL AMOUN In Words		
	NO.		Taxes and Freight	III WOIUS		
			Charges In Figures			
			To be entered by the Bidder			
			Rs. P			
11						
11	1	Financial Bid For Desktop Computers (Detail Specifications given in tender document)				